



Comprehensive Infrastructure Agreement Amendment Approval Form

Contract Between:

Northrop Grumman Information Technology, Inc.

Eighth and Main Building

707 E Main St

Richmond, Virginia 23219

and

The Commonwealth of Virginia

110 South Seventh Street

Richmond, Virginia, 23219

Contract Number	VA-051114-NG
Change Control Number	17
Section(s) of CIA Referenced – Identify section(s) of CIA modified, including Attachments and Schedules	Section 23.4 of Agreement
Description of Approved Contract Change – Provide a brief description of contract change	Modification to Section 23.4, which reduces the amount of the required performance bond to half of the current value requirements.

In accordance with Section 27.5 Amendments, and pursuant to the mutual agreement of the parties, this AGREEMENT is modified as follows:

Section 23.4 of the Agreement is hereby modified as follows:

23.4 Performance Bond

Within sixty (60) days after the Service Commencement Date, Vendor shall furnish to the Commonwealth a surety bond in the amount of Fifty Million Dollars (\$50,000,000) to guaranty Vendor's faithful performance under this Agreement. Such surety bond shall be on a form approved by the Commonwealth and shall be duly executed by Vendor and a responsible corporate surety authorized to issue such bonds in the Commonwealth of Virginia, and secured through an authorized agent with an office in the Commonwealth of Virginia and registered therewith. Vendor shall pay all bond premiums, costs, and incidental charges associated with acquisition of such surety bond. The surety bond required by this Section 23.4 shall be valid, and maintained in force and effect, from the Service Commencement Date through the entire Term of this Agreement, including any extensions or renewals of such Term and any periods during which Vendor is required to provide Disentanglement Services hereunder, and for at least two (2) years after any termination or expiration of the Term of this Agreement. The surety bond will be issued for the initial term of one year, and may be extended by the surety by continuation certificate; however, neither the non-renewal by the surety nor the failure or inability of the Vendor to file a replacement bond in the event of non-renewal shall constitute a loss to the Commonwealth recoverable under this bond or any renewal or continuation thereof. Notwithstanding the foregoing, prior to the expiration of the then-current surety bond, Vendor will be obligated to obtain a replacement bond in the form set forth in this Section 23.4. The surety's liability under this bond and all continuation certificates issued in connection herewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any riders or endorsements properly issued by the surety as supplements thereto. Vendor shall be entitled to reduce the amount of the surety bond to: (i) \$37,500,000 after the third annual anniversary of the Service Commencement Date; and (ii) \$25,000,000 after the sixth annual anniversary of the Service Commencement Date. The bond shall be returned to Vendor once the Term of this Agreement has expired or been terminated and Vendor has successfully completed all of its obligations to perform Disentanglement Services hereunder, as determined by the Commonwealth in its sole discretion.

All terms, conditions and provisions of the original Agreement, remain unchanged except as specifically noted herein.

The parties have executed this Agreement on the dates indicated below.

Executed by:

The Commonwealth of Virginia

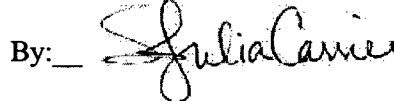
By: 

Name: Lem Stewart

Title: CIO of the Commonwealth

Date: 8-1-06

Northrop Grumman Information Technologies, Inc.

By: 

Name: Julia Carrier

Title: Contracts Manager

Date: 28 July 2006